



Ontario
Energy
Board

Commission
de l'énergie
de l'Ontario

DECISION AND ORDER

EB-2020-0107

RED ROCK INDIAN BAND AND BINGWI NEYAASHI ANISHINAABEK FIRST NATION

**Motion to Review and Vary Phase 1 Decision and Order in EB-2018-0329
dated February 27, 2020**

BEFORE: Michael Janigan
Presiding Member

Lynne Anderson
Member

Emad Elsayed
Member

June 4, 2020

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1 INTRODUCTION AND SUMMARY

This is a Decision of the Ontario Energy Board (OEB) in response to a filing by Red Rock Indian Band (RRIB) and Bingwi Neyaashi Anishinaabek First Nation (BNA) of a Motion to Review and Vary (Motion) the OEB's Phase 1 decision and order in EB-2018-0329 dated February 27, 2020¹ (Phase 1 Decision). The OEB finds that the Motion does not meet the threshold test and is dismissed without proceeding to a review of the merits.

The Corporation of the Town of Marathon (Town of Marathon), Township of Manitouwadge, Township of Schreiber, Township of Terrace Bay and the Municipality of Wawa (collectively the Municipalities) have resolved to form a new natural gas distribution company (Utility) to distribute natural gas in their respective municipalities. On August 2, 2019, the Town of Marathon (Applicant), on its own behalf and as a representative of the Municipalities, applied to the OEB for leave to construct (LTC) the necessary natural gas pipelines systems (Project), certificates of public convenience and necessity, approval of municipal franchise agreements, approval of land use agreements, approval of a Gas Supply Plan (GSP), and pre-approval of the cost consequences of a long-term liquefied natural gas (LNG) supply contract (collectively, the Application). The OEB assigned the Application case number EB-2018-0329 (Proceeding).

The Applicant proposed that the OEB's approval be granted through a two-phased approach. As the Utility has not yet been fully organized, Phase 1 of the Application did not include certain information on the Utility's financial capacity and technical ability. The Applicant therefore requested that approvals for Phase 1 of the Proceeding be conditional on a requirement that the Utility file information for OEB review and approval regarding the Utility's technical and financial capacity in Phase 2 of the Application, which would occur at a later date.

The Municipalities are not located in the immediate vicinity of any natural gas transmission lines. The GSP proposed to supply all of the Utility's natural gas needs through liquefied natural gas (LNG) that would be provided by Nipigon LNG and transported to the Municipalities by truck. Nipigon LNG has an LNG facility near Nipigon, and it was an intervenor in the proceeding. Certarus Ltd. (Certarus) applied for and was granted intervenor status in the Proceeding. Certarus stated that it provides fully-integrated compressed natural gas (CNG) solutions to the North American market.

¹ EB-2018-0329, application by the Town of Marathon for approvals necessary to construct facilities and distribute natural gas in five communities located along the North Shore of Lake Superior.

Although the Applicant objected to Certarus's intervenor request, the OEB accepted Certarus as an intervenor and determined that "The OEB would be assisted by the consideration of possible alternatives for the proposed gas supply plan and gas supply contract."²

Throughout the Proceeding, Certarus questioned whether CNG had been rigorously considered as an alternative to LNG as a means of natural gas supply to the Municipalities. In its submission, Certarus asserted that it could provide CNG service that meets the needs of the Project from one or more of its existing CNG facilities and at a lower cost than the LNG option that was proposed in the GSP.

The OEB issued the Phase 1 Decision on February 27, 2020. The OEB approved the application for municipal franchise agreements and the forms of land use agreements, but did not approve any of the other requested items: the LTC, the GSP, and the request for pre-approval of the cost consequences of the long-term LNG supply contract. A decision on the outstanding requested approvals will be made as part of Phase 2.

With respect to the GSP, the Phase 1 Decision expressed concern that, "[t]he proposed Gas Supply Plan has failed to demonstrate that a comprehensive and current assessment of alternatives including CNG was performed." Furthermore, the OEB required that, "[a]s part of Phase 2, the Applicant must provide a more detailed assessment of the CNG option that takes into consideration use of CNG supply as the primary supply to the Municipalities." The OEB did not specify what source or sources of CNG needed to be considered in the assessment.

On March 18, 2020, RRIB and BNA (the Moving Parties) filed the Motion under Rule 40 of the OEB's Rules of Practice and Procedure. The Motion seeks to have the Phase 1 Decision varied to remove the requirement that the Applicant provide a more detailed assessment of the CNG option that takes into consideration use of CNG supply as the primary supply to the Municipalities as part of Phase 2.

The Moving Parties filed the Motion on the basis that the OEB erred by:

- a) Failing to consider that Certarus had not meaningfully engaged with the Moving Parties in respect of the operation of a CNG facility located on RRIB traditional territory

² EB-2018-0329, Procedural Order No. 2, issued October 30, 2019, page 3

- b) Imposing the requirement for a more detailed assessment of CNG on the Applicant and the Moving Parties, in effect reopening the issue of primary supply and delaying or imperiling the Project

The Moving Parties further asserted that the threshold question for the Motion had been met in that (a) the determination of the issues advanced in this Notice of Motion raised questions of errors in fact impacting the correctness of the Phase 1 Decision; and (b) the impact of the OEB's error is such that reconsideration could result in the OEB varying the Phase 1 Decision.

A full explanation of the application of the OEB's Rules of Practice and Procedure (OEB's Rules) with respect to the threshold test is set out in chapter 3 of this Decision and Order. In summary, Rule 40.01 provides that any person may bring a motion requesting the OEB to review all or part of a final order or decision, and to vary, suspend or cancel the order or decision.

The Phase 1 Decision did not include any final (or conditional) orders with respect to the GSP, the LTC or the request for approval of a long term contract. The Motion challenges the OEB's decision with respect to the GSP; i.e., the direction that the Applicant must provide a more detailed assessment of the CNG option that takes into consideration use of CNG supply as the primary source of supply. The Moving Parties argue that this amounts to an error of fact that impacts the correctness of the Phase 1 Decision, as (in their view) Certarus did not adequately consult with them respecting the operation of Certarus's CNG facility.

The OEB's Rules state that the OEB may determine a threshold question of whether the matter should be reviewed before conducting any review of the merits of the motion. The OEB must ensure that the motion is not merely a request for a reconsideration of the original application.

The OEB determined that it would receive submissions on the threshold issue prior to determining if a review on the merits is warranted. Without seeking to limit the breadth of submissions, the OEB expressed a particular interest in the extent to which the errors in fact alleged by the Moving Parties are in fact errors of fact, and whether, if there are errors of fact as alleged, these errors should result in the OEB varying its Phase 1 Decision.

The OEB has reviewed the submissions of the parties on the threshold issue, and has determined that the threshold test has not been met for the reasons set out below. The Motion is therefore dismissed.

2 THE PROCESS

The OEB issued Procedural Order No. 1 on April 2, 2020 that set a schedule for submissions on the threshold issue.

Submissions in support of the Motion were filed on April 17, 2020 by the Moving Parties, Anwaatin Inc. (Anwaatin), Nipigon LNG Corporation (Nipigon LNG), and Town of Marathon. Submissions opposing the Motion were filed on May 1, 2020 by Certarus and OEB staff. The Moving Parties filed their reply submission on May 15, 2020.

3 MOTIONS TO REVIEW

3.1 The OEB's Rules of Practice and Procedure

Rule 42.01(a) of the OEB's Rules states:

Every notice of a motion made under Rule 40.01, in addition to the requirements under Rule 8.02, shall:

(a) set out the grounds for the motion that raise a question as to the correctness of the order or decision, which grounds may include:

- (i) error in fact;
- (ii) change in circumstances;
- (iii) new facts that have arisen;
- (iv) facts that were not previously placed in evidence in the proceeding and could not have been discovered by reasonable diligence at the time.

Rule 43.01 of the Rules states:

In respect of a motion brought under Rule 40.01, the Board may determine, with or without a hearing, a threshold question of whether the matter should be reviewed before conducting any review on the merits.

3.2 The Threshold Test

In the Motions to Review the Natural Gas Electricity Interface Review Decision³, the OEB found:

Therefore, the grounds must "raise a question as to the correctness of the order or decision". In the panel's view, the purpose of the threshold test is to determine whether the grounds raise such a question. This panel must also decide whether there is enough substance to the issues raised such that a review based on those issues could result in the Board deciding that the decision should be varied, cancelled or suspended.

With respect to the question of the correctness of the decision, the Board agrees with the parties who argued that there must be an identifiable error

³ EB-2006-0322/0338/0340, May 22, 2007

in the decision and that a review is not an opportunity for a party to reargue the case.

In demonstrating that there is an error, the applicant must be able to show that the findings are contrary to the evidence that was before the panel, that the panel failed to address a material issue, that the panel made inconsistent findings, or something of a similar nature. It is not enough to argue that conflicting evidence should have been interpreted differently.

The applicant must also be able to demonstrate that the alleged error is material and relevant to the outcome of the decision, and that if the error is corrected, the reviewing panel would change the outcome of the decision.

In the Board's view, a motion to review cannot succeed in varying the outcome of the decision if the moving party cannot satisfy these tests, and in that case, there would be no useful purpose in proceeding with the motion to review.

The OEB has adopted these findings in its consideration of the threshold question on many occasions and does so again in consideration of the current arguments on the threshold question for the Motion.

4 POSITIONS OF PARTIES

4.1 Parties in support of the Motion

RRIB and BNA

In their intervention request, the Moving Parties raised concerns that one of Certarus's CNG facilities is located on traditional lands of the RRIB and that Certarus had not properly consulted and engaged with RRIB in respect of that facility. The Moving Parties asserted that the OEB erred by failing to consider that Certarus had not meaningfully engaged with RRIB (and BNA) in respect of the CNG facility. The Moving Parties also asserted that imposing the requirement for a more detailed assessment of CNG in effect reopens the issue of primary supply and delays or imperils the Project. The Moving Parties asserted that a delay in the Project could have a negative impact on the availability of natural gas to off-reserve members who, or may in the future, reside in the Municipalities.

The Moving Parties submitted that, although the OEB did not specify the source(s) of CNG to be considered in providing a more detailed assessment of CNG as the primary supply to the Municipalities, they believe that Certarus is the only supplier of CNG in the region that could supply the Project with CNG. The Moving Parties submitted that the OEB made an error of fact in assuming that there were other CNG options that merit study.

The Moving Parties further submitted that considering CNG as the primary supply to the Municipalities would result in Phase 2 taking more time because the Applicant will be required to go back and redo work to comply with that requirement. The resulting delay, increased burden on the Applicant, and regulatory uncertainty each have the potential to cause the Project to fail.

Town of Marathon

The Town of Marathon submitted that the Municipalities did not present a CNG alternative in their Indigenous consultation program because, at the time, no such option was available. The Town of Marathon argued that if CNG became the primary source of supply for the Project, then consultation on a re-designed project would have to begin anew and that would cause project delays. The Town of Marathon stated that by requiring the Municipalities to consider CNG as a primary supply option, the OEB did not take into account the absence of support from Indigenous stakeholders, and that a lack of support could represent a significant impediment to the development of the Project.

The Town of Marathon submitted that the OEB's requirement to provide a more detailed assessment of CNG as the primary supply to the Municipalities appears to be based on the notion that the Municipalities imprudently or improperly excluded CNG as an alternative gas supply option. The Town of Marathon argued that this notion was factually incorrect and ignores the developmental history of the Project. The Town of Marathon submitted that CNG as a primary source of supply was considered and ruled out at varying stages of development of the Project for the reasons explained in the Municipalities' application in EB-2018-0329, in their responses to interrogatories, and in their argument-in-chief and reply argument.

Nipigon LNG

Nipigon LNG submitted that the Phase 1 Decision effectively compels the Applicant to consider procuring its gas supply from Certarus. Nipigon LNG submitted that the OEB made an error in fact in the Phase 1 Decision by ordering the Applicant to reassess CNG as the primary gas supply option for the Project because the OEB failed to consider the fact that Certarus built and operates a CNG production facility on the traditional land of RRIB without proper Indigenous consultations. Nipigon LNG argued that the OEB did not consider the potential for harm to Indigenous communities and their Aboriginal or treaty rights associated with procuring CNG from the Certarus facility.

Nipigon LNG further submitted that the Phase 1 Decision relied on assertions not properly before the OEB in evidence. Nipigon LNG argued that it is a well-established principle of administrative law that a decision may not be made without consideration of the factual circumstances, and that the Applicant was the only party to introduce evidence for consideration regarding the feasibility of CNG as a primary fuel supply. Nipigon LNG asserted that Certarus introduced unsubstantiated claims about CNG in the form of its written argument, which no party had the opportunity to test.

Anwaatin

Anwaatin submitted that the Applicant and the Moving Parties had a legitimate expectation that the Application would be decided on the basis of the GSP filed by the Applicant (which was formulated in a manner consistent with the duty to consult). Anwaatin submitted that the OEB breached the duty of procedural fairness and thereby prejudiced the Applicant and the Moving Parties by materially delaying and adding additional costs to the Proceeding. Anwaatin submitted that breach of procedural fairness may constitute an error of law.

4.2 Parties opposed to the Motion

Certarus

In its submission, Certarus disputed the allegation that it had not consulted RRIB prior to constructing its Red Rock CNG facility, and it noted that the facility is neither regulated by the OEB nor was it before the OEB for approval in Phase 1 of the proceeding. However, Certarus argued that, even if it were true that it had not consulted RRIB and that the CNG facility were in scope, these facts do not cure the deficiencies the OEB identified in the Application regarding the consideration of CNG as an alternative supply option. Certarus described the Phase 1 Decision as an interlocutory ruling that invites the Applicant to file, as part of the Phase 2 process, additional evidence to cure deficiencies identified by the OEB in Phase 1 of the proceeding.

In response to the concerns of other parties regarding legitimate expectations and procedural fairness, Certarus submitted that the OEB was exercising its inherent discretion to identify material deficiencies in an application and to issue orders in the public interest affording the Applicant a fair opportunity to cure those deficiencies.

Certarus submitted that a two-phased process was always contemplated such that additional evidence could be submitted and tested, and that any procedural delay is not necessarily a result of the OEB's direction to further assess CNG.

Certarus submitted that the OEB's direction to further assess CNG may help address energy poverty among Indigenous peoples and their access to affordable, reliable, sustainable and modern energy since it requires consideration of a potentially less costly and less risky supply alternative.

Certarus submitted that neither Certarus's existing Red Rock CNG Terminal nor the proposed Nipigon LNG facilities form part of the Application, and questioned the relevance of the Motion given that it is premised upon upstream facilities, which are beyond the scope of the EB-2018-0329 Proceeding.

OEB staff

OEB staff noted that, although the Motion uses the terms "consultation" and "engagement", it does not use the term "duty to consult" in respect of Certarus's CNG facility. OEB staff noted that the Motion does not suggest that the OEB failed to discharge its responsibilities with respect to the duty to consult, nor does it bring forward any facts, case law, or argument to support any such assertion. OEB staff submitted that neither the Moving Parties nor any other party has identified any Aboriginal or treaty rights that could be impacted by the OEB's approval of the GSP, or of the direction it

provided that the Applicant look more closely at the CNG option. OEB staff submitted that the Moving Parties have not explained why an alleged failure to consult and engage on the part of Certarus would render invalid a direction from the OEB that the Applicants look more carefully at a CNG supply option.

OEB staff noted that the OEB found that the GSP did not provide sufficient rationale for why the CNG option had been disregarded, and directed the Applicant to look more carefully at this option in its filings for Phase 2. OEB staff submitted that it would not be appropriate for the OEB to approve a GSP where it was not satisfied that the Applicant had sufficiently examined all potential supply options. OEB staff acknowledged that it is possible that the OEB's direction with respect to CNG may cause delay. However, OEB staff submitted that the possibility of delay on its own cannot serve as a rationale to allow the Motion. OEB staff submitted that one of the key purposes of the OEB's review of a GSP is to examine alternatives and to ensure that (amongst other things) the selected alternative ultimately provides value to ratepayers.

OEB staff noted that a number of parties in support of the Motion suggested that the OEB's CNG direction will require the Applicant to re-complete the Environmental Report. OEB staff submitted that the environmental assessment and associated Environmental Report are required for compliance with the OEB's Environmental Guidelines and are only required for the leave to construct approval, not the GSP. OEB staff submitted that only minor changes would be required to the leave to construct proposal to accommodate CNG instead of (or in addition to) LNG.

4.3 The Moving Parties' Reply Submission

Regarding the issue of consultation, the Moving Parties clarified that their complaint is in respect of Certarus's failure to meaningfully engage with RRIB and then Certarus intervening at a late stage (of project development) and taking steps to delay the development of the Project. The Moving Parties are not alleging that there has been a breach of the formal duty to consult. The Moving Parties clarified that Certarus had engaged with RRIB prior to the erection of Certarus's CNG facility, but that in its view the engagement was inadequate.

The Moving Parties emphasized that they see the Project as an important infrastructure and economic development initiative for the First Nations and proximate communities. The Moving Parties stated that they take no issue with the OEB's role of protecting ratepayers, but respectfully asked that the OEB recognize the challenges that such complex applications place on smaller communities that have little or no experience in such applications and whose wellbeing will be materially affected by the success or failure of such initiatives.

5 DECISION ON THE MOTION

The OEB finds that the Motion does not meet the threshold test and is dismissed without proceeding to a review of the merits.

The Motion was based on an allegation that there were errors in fact in the Phase 1 Decision. However, the Moving Parties failed to identify any errors, factual or otherwise that would provide grounds to question the correctness of the Phase 1 Decision. The Moving Parties' Notice of Motion identified two errors of fact:

- Failure to consider that Certarus had not meaningfully engaged or consulted with RRIB and BNA in respect of its CNG facility on RRIB's traditional territory
- Imposing a CNG primary supply requirement on the Applicant, in effect reopening the issue of primary supply and delaying or imperiling the Project

In its subsequent filings, the Moving Parties expressed the second ground for review somewhat differently: they alleged that the OEB erred in "assuming that there were other CNG options that merited study on the basis of no evidence, or that Certarus could be an appropriate option in light of its failure to consult with RRIB".

These alleged errors are addressed below.

5.1 Consultation and engagement with RRIB and BNA

The Moving Parties allege that Certarus had not meaningfully engaged or consulted with RRIB and BNA in respect of its CNG facility on RRIB's traditional territory. In their reply submission, the Moving Parties clarified that they were not making these arguments specifically with reference to the formal, constitutional "duty to consult" as described by the Supreme Court of Canada. The Moving Parties have not identified any Aboriginal or treaty rights that could be impacted by the Phase 1 Decision.

Certarus was not the applicant in the EB-2018-0329 Proceeding and was not seeking any approvals from the OEB. To the extent that engagement with respect to the Certarus CNG facility was not satisfactory, that is not a matter that was properly before the OEB as part of the Phase 1 Decision.

The Phase 1 Decision did not order the Applicant to procure CNG from Certarus, or indeed to procure CNG at all. The OEB reviewed the GSP that was filed by the Applicant, and determined that it had not given sufficient consideration to the possibility of using CNG as a primary source of natural gas for the Project. It therefore ordered the Applicant to conduct a more detailed assessment of a CNG option. Although there appears to be a dispute between Certarus and the Moving Parties regarding the level of

engagement Certarus had with the Moving Parties with respect to its Red Rock CNG facility, this is not a reason to overturn the OEB's direction that the Applicant's GSP provide a more detailed assessment of using CNG as the primary supply option. To the extent that a re-filed GSP recommends using Certarus's Red Rock facility as a supply option, and the Moving Parties believe there is a legal impediment to the use of this facility, then they can raise these arguments for the OEB's consideration in the Phase 2 proceeding. The Moving Parties' arguments regarding consultation and engagement with respect to Certarus's Red Rock CNG facility, therefore, do not reveal any error of fact, or any other error.

5.2 The OEB imposing the CNG requirement

The Phase 1 Decision did not impose any specific result on the Applicant regarding the GSP or the Gas Supply Contract and made no final determination on the GSP at all. The OEB concludes that the objective of the OEB panel in the Phase 1 Decision was to ensure that alternatives for the GSP (and the related Gas Supply Contract) had been adequately considered and assessed. Final determination in these areas is expected to be made as part of Phase 2 of the EB-2018-0329 Proceeding.

Procedural Order No. 2, which was issued at an early stage of the EB-2018-0329 Proceeding (October 30, 2019), accepted Certarus and NLNG as intervenors and clearly articulated OEB's objective by stating that "The OEB would be assisted by the consideration of possible alternatives for the proposed gas supply plan and gas supply contract." This intention to examine possible alternatives was stated by the OEB panel more than four months before the Moving Parties filed their Motion.

In its submission supporting the Motion, the Applicant argued that CNG as a primary source of supply was considered and ruled out at varying stages of development of the Project. In that submission, the Applicant referred to a preliminary feasibility assessment of the Project in 2015. This feasibility assessment did not include CNG as an option because there were no operating CNG facilities in northern Ontario close to the Applicant at that time. This feasibility assessment was not updated as part of the Application even though a Certarus CNG facility was operational in the vicinity of the Municipalities before the Application was filed. The Phase 1 Decision stated that "[t]he proposed Gas Supply Plan has failed to demonstrate that a comprehensive and current assessment of alternatives including CNG was performed." The OEB concludes that it was reasonable for the panel in its Phase 1 Decision to make a determination that there was insufficient current assessment of alternatives to support the conclusion that LNG was the best option for the Applicant's customers.

The Phase 1 Decision did not mandate any particular conclusion with respect to the best source of supply for the Project. It did not pre-suppose that CNG will be the preferred option, or that Certarus will be the preferred supplier. It required the Applicant to provide a proper analysis of the potential options. The OEB's objective was to exercise due diligence in ensuring that feasible alternatives have been considered and adequately assessed by the Applicant. This is consistent with OEB's *Framework for the Assessment of Distributor Gas Supply Plans* which requires an applicant to consider various supply options, and provide the OEB with details and analysis demonstrating why it selected its proposed option. The Moving Parties' arguments regarding the imposition of a requirement that the Applicant provide a more detailed assessment of a CNG option do not reveal any errors of fact, or any other error.

While the OEB understands the argument put forward by the Moving Parties in their reply submission that the Applicant may have little or no experience in such applications, the OEB still has to exercise its mandate in ensuring that its decisions are in the best interest of all ratepayers.

Regarding any potential Project delay as a result of the Phase 1 Decision, the OEB finds that this is not a ground for questioning the correctness of the Phase 1 Decision. As well, the OEB agrees with OEB staff in its submission that the additional work required by the Applicant to assess other gas supply alternatives is related specifically to the GSP component of the current Application. This should not significantly impact the schedule of other parts of the Application, such as the Environmental Report and community information sessions, which are associated with the leave to construct part of the application and not the GSP.

5.3 Conclusion

The OEB finds that the Moving Parties have not identified any errors in the Phase 1 Decision, factual or otherwise, that would provide grounds for a review as requested. The Motion does not pass the threshold test and is dismissed without proceeding to a review of its merits.

6 COST AWARDS

The OEB's Procedural Order No. 1 indicated that any party eligible for an award of costs in the EB-2018-0329 proceeding shall be eligible for costs in this proceeding. Anwaatin is the only cost eligible intervenor that participated in this proceeding.

The OEB finds that the Town of Marathon shall be responsible for the payment of approved cost claims. The OEB makes provision for the filing of cost claims in this Decision. In determining the amount of the cost award, the OEB will apply the principles set out in section 5 of the OEB's *Practice Direction on Cost Awards* and the maximum hourly rates set out in the OEB's Cost Awards Tariff.

7 ORDER

THE ONTARIO ENERGY BOARD ORDERS THAT:

1. RRIB and BNA's motion to vary the OEB's Phase 1 decision and order in **EB-2018-0329** is denied.
2. Anwaatin shall file with the OEB and forward to Town of Marathon its cost claim by **June 18, 2020**.
3. Town of Marathon shall file with the OEB and forward to Anwaatin any objections to the claimed costs by **July 2, 2020**
4. Anwaatin shall file with the OEB and forward to Town of Marathon any responses to any objections for costs claimed by **July 16, 2020**.
5. Town of Marathon shall pay the OEB's costs incidental to this proceeding upon receipt of the OEB's invoice.

All materials filed with the OEB must quote the file number, **EB-2020-0107**, be made in a searchable/unrestricted PDF format and sent electronically through the OEB's web portal at <https://pes.ontarioenergyboard.ca/eservice>. Filings must clearly state the sender's name, postal address and telephone number, fax number and email address. Parties must use the document naming conventions and document submission standards outlined in the RESS Document Guideline found at <https://www.oeb.ca/industry>. If the web portal is not available parties may email their documents to boardsec@oeb.ca.

NOTE: The OEB is temporarily waiving the paper copy filing requirement until further notice. All communications should be directed to the attention of the Board Secretary and be received no later than 4:45 p.m. on the required date.

DATED at Toronto June 4, 2020

ONTARIO ENERGY BOARD

Original Signed By

Christine E. Long
Registrar and Board Secretary